Former Charity Hospital Redevelopment
New Orleans, Louisiana

Request for Proposals

For the Adaptive Reuse of the Former Charity Hospital Building

June 04, 2018
## Contents

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### Due Diligence Information


Password: f0877e4563
1. Invitation to Qualified Respondents

Congratulations on being selected as a Qualified Respondent based on your submitted Qualifications Package. As outlined in the previous Request for Qualifications ("RFQ") issued on April 16, 2018, the LSU Real Estate and Facilities Foundation (the "REFF") is now seeking responses from Qualified Respondents ("Proposals") for the opportunity to adaptively reuse the former Charity Hospital building at 1532 Tulane Avenue, New Orleans, Louisiana (the “Property”). Qualified Respondents ("Respondents") who have received this Request for Proposals ("RFP") and all entities and individuals proposed under the RFQ and any entities and individuals since added for Proposals ("Teams") are hereby invited to submit a Proposal per the Response Requirements outlined herein.

It is the primary objective of the REFF to enter into a ground lease with a single Qualified Respondent (the “Selected Respondent”). The Selected Respondent, as ground lessee, is expected to redevelop the Property through transformative adaptive reuse, bringing continued revitalization to the neighboring community, the City of New Orleans, and the Greater New Orleans Region (the “Project”).

Before submitting a Proposal, Respondents shall carefully read this RFP in its entirety including all associated documents and Supplemental Materials, and shall fully inform themselves as to all existing conditions and limitations. Respondents are expected to become familiar with all Supplemental Material provided on the website, and to craft their responses in accordance with this information. In addition, Respondents are expected to conduct their own due diligence with regard to the content included in this RFP.

Failure of the Respondent to familiarize itself with any of the requirements outlined in the RFP and Supplemental Material provided will be at the Respondent’s risk.

2. Communication Protocol

**Point of Contact.** The point of contact for all Respondents with regard to this RFP is:

Chris Roth  
Managing Director  
JLL  
200 E Randolph Drive  
Chicago, IL  60601  
chris.roth@am.jll.com  
312-228-2720

All communications with regard to this RFP shall be made only with the designated Point of Contact above. Aside from communications made with approval of the Point of Contact, absolutely no communications or contact by a Respondent or its agents may be made with anyone at the REFF, the REFF Project Management Committee ("PMC"), Louisiana State University, or Louisiana State University Health Science Center regarding this RFP until the time an award is made. Such unauthorized contact constitutes grounds to reject the Proposal at the REFF’s discretion.

**Designated Representative.** Respondents must indicate a single point of contact to be the Team’s Designated Representative. All communication from a Respondent and constituent Team members shall come only from the Team’s Designated Representative.

**RFP Questions.** Should a Respondent believe there are discrepancies in or omissions from the RFP and associated documents, or should the Respondent be in doubt as to the meaning of any language in the RFP or associated documents, the Respondent shall notify the Point of Contact, identified above, in writing no later than the due date outlined in the
Schedule in Section 1.3, below. RFP Questions delivered by any means other than in writing will not be accepted. Responses to RFP questions, as well as additional interpretations, corrections, provisions, or amendments to the RFP, will be issued and sent to each Respondent’s Designated Representative.

**Communication from the REFF.** Any clarification, addendum, or amendment issued by the REFF shall be incorporated by reference into this RFP and must be taken into account by each Respondent in preparation of its Proposal. Only written notices duly issued by the JLL Point of Contact shall constitute binding revisions to this RFP.

**News Releases and Media Inquiries.** Respondents shall not issue any news release, nor participate in any media interview pertaining to this RFP without prior written approval of the REFF, which may be withheld in the REFF’s sole discretion. A minimum of two (2) business days’ notice submitted via the JLL Point of Contact is required for approval. Unauthorized communications with the media may constitute grounds to reject the Proposal at the REFF’s discretion.

3. **Schedule**
The RFP solicitation for and receipt of Proposals are anticipated to follow the Schedule below. The REFF reserves the right to alter the dates listed below at any time. In the event of changes to the schedule, addenda to the RFP will be emailed directly to each Respondent’s Designated Representative.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Distributed</td>
<td>Monday, June 4, 2018</td>
</tr>
<tr>
<td>Property Tours</td>
<td>Thursday, June 7, 2018</td>
</tr>
<tr>
<td></td>
<td>Tuesday, July 10, 2018</td>
</tr>
<tr>
<td></td>
<td>Monday, July 23, 2018</td>
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<tr>
<td>Deadline for Respondents’ Questions</td>
<td>Friday, June 22, 2018</td>
</tr>
<tr>
<td>Proposal Due Date, Time and Method</td>
<td>Monday, July 30, 2018 at 10:00 AM CT via email</td>
</tr>
</tbody>
</table>

4. **Property Tours**
Property Tours will be held on the dates noted in the Schedule between 9:00AM and 5:00PM CT. Representatives from LSU, the REFF, and/or JLL may attend. Respondents who wish to tour the Property shall advise the JLL Point of Contact at least 48 hours in advance that they wish to attend, the number of attendees, the date, and the desired time period. Respondents may tour more than once.

Respondents are also advised that team members from different Respondent teams may tour simultaneously.

5. **Ineligible Firms and Individuals**
No member of Respondent’s Team (firms or individuals) may be currently under contract with the REFF for the duration of the procurement process. The procurement process for ineligibility shall conclude upon notification that a Team has been identified as the Selected Respondent, or that a Respondent’s Proposal is no longer being considered by the REFF.

The REFF and the State of Louisiana have united in an effort to secure a ground lessee for the adaptive reuse of the former Charity Hospital building. The REFF has duly engaged Jones Lang LaSalle Americas, Inc. (“JLL”) to administer this opportunity on behalf of the REFF. JLL has been exclusively authorized by the REFF to represent its interests for the purposes of this procurement and any subsequent agreement. Therefore, JLL is not eligible to assist or participate with any Respondent to this RFP.
1. **Property Description**

Opened in 1939, the Charity Hospital building provided much-needed medical care to the indigent population of New Orleans as part of a tradition of charitable care dating back to 1736. The Property was severely damaged by Hurricane Katrina in 2005 and will no longer be used as a hospital. However, the building remains structurally sound and has deep historic significance to the people of New Orleans and to all of Louisiana. The Property is located near the center of the New Orleans Metro Area. It has the French Quarter to its East, Mercedes Benz Superdome to its West, and New Orleans Central Business District to its South. The Property is on the National Historic Register with the National Parks System, and can be reviewed at the following link: [https://npgallery.nps.gov/NRHP/AssetDetail?assetID=8272a903-bf98-412d-8713-6e788c74c149](https://npgallery.nps.gov/NRHP/AssetDetail?assetID=8272a903-bf98-412d-8713-6e788c74c149)

2. **Dimensions**

The Property is bounded by Tulane Avenue to the north, Gravier Street to the south, LaSalle Street to the east, and LSU-owned property to the west. The building comprises 20 stories plus a basement level totaling 1,015,942 square feet of exterior gross area, 938,966 square feet of interior gross area, 53,839 square feet of vertical penetrations, and 885,127 square feet of preliminary floor area. All measurements are based on the Building Owners and Managers Association ("BOMA") standards.

Zoning Ordinance information and Zoning Maps are provided in the Supplemental Materials.

3. **Urban Land Institute Advisory Panel Study**

In 2017, the REFF engaged ULI for a comprehensive analysis of how to best position the former Charity Hospital building as a driver of economic development for the City of New Orleans. ULI, in close coordination with the REFF, contacted ~75 local stakeholders, conducted a rigorous assessment of the real estate market, provided in-depth guidance on community engagement, and advised on implementation strategies that would result in the Property’s successful reuse. This RFP is a direct result of the ULI effort, and Respondents are encouraged to review the ULI Panel Study provided as Supplemental Material.

4. **Infrastructure**

The Property is on the Entergy Thermal chilled water loop via the corner at Tulane Avenue and LaSalle Street. The facilities are designed to provide up to 3,000 tons of chilled water cooling (via 2 x 1,500 ton plane and frame heat exchangers located in the Entergy Thermal plant) and 25,000 lbs./hr. of steam at 250 psi. Under normal operating conditions, each chilled water heat exchanger is designed to deliver water at 44 degrees Fahrenheit to the Property when 56-degree Fahrenheit is returned. The discovery and interpretation of all infrastructure information is the responsibility of Respondents.

5. **Easements**

Entergy maintains an access easement for steam and chilled water that runs underneath the Property. Information about this easement is provided as Supplemental Material. The discovery and interpretation of all easement information is the responsibility of Respondents.

6. **Transportation and Connectivity**

The Property site benefits from nearby access to U.S. Interstate 10 ("I-10"), one of the main transportation corridors for the New Orleans Metro Area. The Property’s location can serve demands from both city and regional sources. Within the vicinity of Charity Hospital, major transportation upgrades have been completed and others are underway.

From its terminus at the Union Passenger Terminal, a new Regional Transit Administration (RTA) Street Car Line services the Loyola Avenue corridor and stop two blocks from Charity Hospital’s front entrance, before finishing at Canal Street’s theaters.
Future phases of the streetcar expansion are planned to continue the line down Rampart (the Northern boundary of the French Quarter) and east to Press Street.

7. **Tax Increment Financing District**

A key recommendation from the ULI Advisory Services Panel study is the establishment of an Economic Development District (“EDD”) to leverage tax increment financing (“TIF”). The report refers to the proposed EDD/TIF District as the “Spirit of Charity Innovation and Economic Development District” or, simply, the Charity EDD/TIF District. As a result of this recommendation, a multi-stakeholder Charity EDD/TIF District committee has been formed. Respondents are advised that this recommendation has been well received by executive and legislative branch officials at both the State and the City, and that efforts continue to establish the Charity EDD/TIF District to support the revitalization of both the former Charity Hospital building and the surrounding neighborhood.
3. Response Requirements

The REFF is seeking detailed Proposals that comprehensively address all elements of the numbered sections (“Sections”) described below. Respondent’s Proposals shall inform the REFF about the proposed Project in a manner that assures the REFF that potential risks to their specific Project’s success have been mitigated at the time of Proposal submission. That is, Respondents shall address, to the maximum extent practicable, aspects related to programming, financing, phasing, operations, and all elements of the Sections with as much specificity as possible.

Proposals shall not exceed a total of one hundred (100) pages, and shall include all Sections outlined below. Each Respondent shall provide one Adobe “.pdf” file in a text-searchable format (i.e. no scanned copies) delivered no later than the Due Date and Time to the JLL Point of Contact by the prescribed method.

1. Cover Letter
Respondents shall provide a Cover Letter signed by the Respondent’s Designated Representative, who the Respondent certifies as authorized to represent and legally bind the Respondent Team.

2. Table of Contents
Respondents shall provide a complete and clear Table of Contents indicating section headers, subsections, and page numbers.

3. Team
Respondents shall identify the Respondent’s Team that will be involved in the proposed Project. The Team’s key individuals shall be identified in an organization chart that details the roles of each firm and key individual.

Respondents must also provide evidence of formal relationships between Team members and to the Respondent, (e.g., teaming agreements, memorandums of understanding, intent to or completed formation of special-purpose entity, limited and general partners).

4. Diversity, Inclusion and Equity
The REFF intends to ensure equity outcomes in the redevelopment of the Site and, as identified in the ULI Advisory Panel Study, agrees that Project success is partially reliant on such outcomes. Respondents are strongly requested to address any and all of the following in their RFP Proposals:

Community Outreach Plan. The Charity EDD/TIF District is home to a broad network of community-based groups that focus on outcomes like workforce development, access to safe and quality housing, empowering disadvantaged communities, and other efforts that enrich New Orleans. The Selected Respondent is expected to partner with one or more community-based organizations (generally “Community Partner(s)”) to define, implement and track certain equity outcomes, which will ultimately be agreed upon by the three parties (the REFF, Selected Respondent, and a Community Partner) and memorialized in an agreement as part of Project Documentation. Community Partner organizations may join multiple Respondent Teams. Potential equity outcome metrics include, but are not limited to:

- Respondent Team employee demographics
- Respondent Team employee and other contractor employee wages
- Respondent Team employment characteristics
- Respondent Team subcontractor entity characteristics
Former Charity Hospital Building RFP

- Project improvements for public benefit: amenities, infrastructure and community facilities
- Mobility metrics regarding the ability of people and businesses to reach desired goods, services, and activities
- New Orleans-based workforce training and placement resource use

**Project Ownership and Investment.** Ownership and investment opportunities represent a significant strategy in promoting diversity, inclusion, equity, and access to economic opportunity through this Project. Ensuring the participation of diverse and/or disadvantaged equity partners are examples of how these goals may be achieved from a project investment and ownership perspective. While Respondents are not required to commit to these specific initiatives, a description of how access to economic opportunity will be promoted via investment and ownership in the Project must be provided.

**Construction.** Opportunities to realize equity outcomes during the construction of the Project include, but are not limited to, ensuring the participation of disadvantaged business enterprise contractors, working with and supporting pre-apprenticeship and training programs that expand the pipeline of qualified workers, local hiring commitments, and other initiatives. While Respondents are not required to commit to these specific initiatives, a description of how access to economic opportunity will be ensured during construction of the Project must be provided.

**Asset and Facility Management.** Asset and facility management, and other related activities needed to continuously operate the Project during the term of the ground lease. Opportunities to promote equity during the ongoing operation of the Project include, but are not limited to, ensuring the participation of disadvantaged business enterprise contractors, working with and supporting workforce development programs that expand the pipeline of qualified workers, local hiring and wage commitments, and other initiatives. While Respondents are not required to commit to these specific initiatives, a description of how access to economic opportunity will be ensured post-occupancy must be provided.

5. **Project Programming**

**Development Program.** Respondents shall provide a detailed description of the program for the proposed Project. Respondents shall present information that substantially details the Project “vision” illustrating which program components will occupy which portions of the Property. The description must outline revenue-producing and non-revenue-producing uses, if any, the amount of square footage assigned to each use, and at a minimum schematic representations of the spatial adjacencies within the Property.

**Tenant, Renter and/or Operator Commitments.** Respondents shall provide evidence, to the degree available, that proposed tenants, renters and operators for each program component have committed to occupying space as designated within the Property. Respondents are encouraged to provide as much detail as possible about anticipated tenants, renters or operators to mitigate occupancy risk.

**Other Elements.** Respondent shall describe required easements, pedestrian and vehicular circulation, streetscape details, general site grading, public and private green and open space, and parking solutions as applicable.

**Non REFF- or State-Controlled Property.** Respondents shall detail, qualify, and quantify any contingencies related to required agreements with unaffiliated parties (presumably those controlling adjacent or nearby property) in achieving the proposed Project.

6. **Project Schedule and Phasing**

Respondent shall provide a narrative and graphical timeline for development, occupancy, and operation of the Project. The timeline shall indicate specific milestones for predevelopment, development, and occupancy. The discussion shall indicate how elements such as financing, entitlements, environmental remediation, occupancy permits, and other factors impact the
overall timeline. The discussion shall include contingencies for achieving each milestone and outline risks associated with achieving each milestone. To the extent applicable, the discussion shall also include intermediate aspects to phasing, for example the development of “white box” or “warm lit” and “cold dark” spaces that may not be fully built out, but are intended to be occupied at a specific future point in time.

7. Development Budget and Financing Plan

**Development Budget.** Respondent shall provide a detailed Development Budget that outlines all estimated direct and indirect costs, as well as financing costs. The Development Budget shall specify key assumptions from predevelopment up to and including stabilized operations, and shall detail how calculations are made.

**Financing Plan and Uses.** Respondent shall include a “Sources and Uses” table that details all funding sources (including financing structure, amounts, rates, and terms) and uses during predevelopment, construction, and operations phases of the Project. The table shall be as detailed as possible with regard to specific financial partners, sources, and amounts. Respondents shall also discuss what they view as the most significant risks with respect to financing the Project and how those risks will be mitigated. Respondents must also provide written assurance that securing each funding source will not present conflicts with obtaining other funding sources.

**Proof of Financial Commitment.** As applicable, Respondents must provide letters of intent or other evidence of firm commitments by financial partners to finance the project.

8. Asset and Facility Management

**Operations.** Respondents shall provide, with as much detail as possible, their intended plan for the long-term operations of the Property. The plan must include a proposed lease-up and marketing plan for speculative elements of the proposed program. The narrative shall also illustrate how the Respondent intends to manage each program component, either directly, through an affiliate, or third-party manager. Respondents are encouraged to also describe how potential disparate program components will be managed within the same building.

**Maintenance.** Respondents shall provide an overview of their proposed long-term maintenance of the Property.

**Operating Pro Forma.** Respondent must provide a detailed operating pro forma that illustrates the income generated by various program components and the operating costs associated with each. The purpose of the operating pro forma is to enable an evaluation of potential risks in the Respondent’s Asset and Facility Management plan.

9. Due Diligence

Respondents must indicate the desired due diligence and closing period(s) that will be required. Respondents must also provide a detailed discussion as to the purpose of each period (i.e., activities conducted, approvals sought, and information gleaned that the Respondent will seek to achieve during each period). Respondents must also indicate if there will be soft and/or hard money commitments made, the amount of these commitments, when these commitments will occur in relation to each period, and how the amounts are applied to the Project sources or Financial Offer of the Respondent.

10. Documentation

Respondents shall provide an outline of the legal documentation necessary to secure a contractual relationship among the Project Team and with the REFF. This outline should list all legal instruments and agreements (in addition to the ground lease) required to advance the Project through execution of the ground lease, construction and asset and facilities management.
11. **Financial Offer**

Respondent’s financial offers shall include item ‘a.’ below. Inclusion of items ‘b.’ and ‘c.’ below is not meant to imply that the REFF is requiring both items ‘b.’ and ‘c.’ below.

   a. **Ground Lease Term.** Respondents shall indicate the required ground lease term. Respondents shall also indicate the effective date of the ground lease (e.g. upon execution, upon groundbreaking, upon certificate of occupancy, etc.).

   b. **Ground Rent Rate.** Respondents shall indicate the scheduled amount, even if de minimis, and payment frequency of ground rent payments from the Respondent to the REFF over the term of the ground lease, including any escalations or indexing.

   c. **Lump-Sum Payment.** Respondents shall indicate if they are proposing any lump-sum payments at the outset or during the ground lease term.
As noted, the REFF is seeking in-depth detailed Proposals that comprehensively address the Sections discussed above under Response Requirements. Respondents’ Proposals should assist the REFF in making an educated decision about Project success being subject to the least amount of risk when selecting a long-term ground lessee.

Proposals will be evaluated based on the criteria below:

1. **Project Team.** Respondents will be evaluated on the depth and breadth of their proposed Team’s coverage of all anticipated responsibilities and expertise, as well as evidence that all Team members have a formalized relationship, with or through other Team members, to the Respondent.

2. **Diversity, Inclusion, and Equity.** Respondents will be evaluated on their consideration of diversity, inclusion, and equity and their commitment to equity outcomes throughout the ground lease term.

3. **Project Programming.** Respondents will be evaluated based on an assessment of the risks associated with the proposed program as mitigated through evidence provided, to the extent possible, of commitments from potential tenants, renters or operators.

4. **Project Schedule and Phasing.** Respondents will be evaluated on the depth of discussion around risk and mitigating risk and the reasonableness of the proposed schedule and phasing.

5. **Development Budget and Financing Plan.** Respondents will be evaluated based on an assessment of the reasonableness of the proposed development budget and illustrated confidence in securing financing, as well as the depth of discussion around risk and mitigating budget and financing risk.

6. **Asset and Facilities Management.** Respondents will be evaluated based on the reasonableness of the proposed plans.

7. **Due Diligence.** Respondents will be evaluated based on an assessment of the reasonableness of proposed due diligence periods and associated financial considerations.

8. **Documentation.** Respondents will be evaluated on their provision of a clear outline exploring required documentation exhibiting an understanding of legal agreements associated with Project success.

9. **Financial Offer.** Respondents will be evaluated on the present value of their financial offer to the REFF.
5. Terms and Conditions

1. Rights of the REFF
In connection with this procurement process, including the receipt and evaluation of Proposals and any eventual transaction, the REFF reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

a. Cancel, withdraw, postpone, or extend this procurement, in whole or in part, at any time prior to the execution of the transaction, without incurring any obligations or liabilities.

b. Modify the procurement schedule.

c. Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.

d. Suspend and terminate the procurement process or terminate evaluations of Proposals received.

e. Permit corrections to data submitted with any Proposal.

f. Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a Proposal.

h. Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposal.

i. Seek clarification from any Respondent to fully understand information provided in the Proposal and to help evaluate and rank the Respondents.

j. Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the REFF.

k. Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting references, accessing public information, contacting independent parties, or any other means.

l. Request additional information from a Respondent during the evaluation of its Proposal.

2. No Liability

a. Neither the receipt of this RFP, nor any information contained herein or supplied herewith or subsequently communicated to any Person, whether orally or in writing, regarding the Property and/or Property Site involving the REFF, JLL, or its representatives, advisors, or consultants shall constitute, or be interpreted as constituting, the giving of financial, legal, technical or other advice.

b. This RFP and Supplemental Material provided does not purport to contain all information that a Respondent may need or desire to make an investment decision. Respondents are to conduct their own investigations and analysis of all relevant information.

c. This RFP and Supplemental Material provided is subject to the following disclaimer: Neither the REFF, JLL, nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this RFP, in any diligence material, or in any information otherwise provided, whether orally or in writing, other than such representations or warranties.
expressly stated as such in duly issued procurement documents or in a definitive contractual agreement executed between the REFF and the Selected Respondent.

d. Without limiting the generality of the foregoing, the RFP and Supplemental Material provided may include certain assumptions, statements, estimates, and projections provided by or with respect to the REFF, various associated consultants, or JLL. The assumptions, statements, estimates, and projections reflect various assumptions made by the REFF, various associated consultants, or JLL, which assumptions may or may not prove to be correct. No representations are made by the REFF, various associated consultants, or JLL as to the accuracy of any assumptions, statements, estimates, or projections. It shall be the Respondent’s responsibility to independently verify all facts contained in this RFP and in any diligence material provided.

3. The REFF’s Commitment
   a. This RFP does not commit the REFF to enter into any sort of agreement, pay any cost incurred in the submission of a Proposal or in making necessary studies or designs for the preparation of a Proposal, or procure or contract for services or supplies. No reimbursable cost may be incurred in anticipation of the approval of the redevelopment contemplated by this RFP.
   b. The issuance of this RFP does not constitute, and none of the information set forth herein constitutes, a formal offer to enter into a ground lease for the Property Site.
   c. The REFF reserves the right to conduct a multi-round process in soliciting Response Requirements, including the Financial Offer Section.
   d. The REFF reserves the right to accept or reject any or all Proposals received.
   e. The REFF reserves the right to terminate this RFP in part or in its entirety at any time prior to the approval of the ground lease contemplated by this RFP.
   f. No prior, current, or post award communication with any elected official, officer, agent, or employee of the REFF shall affect or modify any terms or obligations of this RFP except as explicitly provided for in this RFP.

4. Late, Modified or Withdrawn Proposal
   a. Incomplete submittals, incorrect information, or late submittals may be cause for disqualification, which shall be at the REFF’s sole discretion.
   b. Proposals may not be modified after the due date, except by modification resulting from the REFF’s request for a revised Proposal or an addendum to the RFP.
   c. Proposals may be withdrawn by written notice signed by the Respondent’s Designated Representative.

5. Obligation to Keep Respondent Team Intact
   a. Respondents are advised that all firms identified in the Proposal shall remain on the Respondent’s Team for the duration of the procurement process. If extraordinary circumstances require a change, the change must be submitted in writing to the JLL Point of Contact. The REFF may, at its sole discretion, determine whether to authorize a change, recognizing that certain circumstances may occur that are beyond the Respondent’s control.
Unauthorized changes to the Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

6. **Proprietary Information**
   a. All Proposals shall become the property of the REFF and JLL upon submission and will not be returned. If the Proposal contains information that the Respondent does not want disclosed, each page containing such information must be identified and marked “PROPRIETARY TRADE SECRETS” at the time of submittal.

   b. All proprietary information, which is clearly identified as such, shall to the extent permitted by law, be held in confidence and used only in the evaluation process for the RFP, except as JLL or the REFF is otherwise permitted by written instructions from the Respondent. Respondent shall be solely responsible for protecting their own trade secrets or proprietary information and will be responsible for all costs associated with protecting such information from disclosure. The REFF and JLL have no duty to defend proprietary information from any public records request. Upon receipt of a public records request pursuant to which the REFF determines, in its sole discretion, it must disclose information marked as “PROPRIETARY TRADE SECRETS”, the REFF shall first deliver a notice to the affected Respondent of its intent to disclose such information. The Respondent shall have a maximum of five business days to respond to pursue legal remedies to stop the REFF’s release of the requested information. The REFF and or JLL may decide to publish and/or present the results of the RFP process in appropriate professional circles, including trade journals and conferences.

   c. Per the ‘Intent to Lease Agreement’ in the Supplemental Materials, “The evaluation process for developers should include opportunities for comment by the broader community of stakeholders on a “short list” of potential developers.” Respondents are encouraged to participate in available opportunities to engage the broader community of stakeholders where non-proprietary aspects of Proposals may be discussed and disclosed by Respondents.

7. **Claims against the REFF and JLL**
   a. Respondents and any representatives of a Respondent shall have no claims against JLL, the REFF or any of its elected officials, agents or employees arising from or relating to this RFP or solicitation procedures.

8. **Conflict of Interest**
   a. Respondents are required to disclose information relating to their business dealings with the REFF AND/OR members of the Project Management Committee (“PMC”) (detailed below), including affiliations and business and financial relationships that they may have with the REFF’ officials. Respondents are required to complete and submit the “Conflict of Interests Statement” form provided with this RFP Package. Additional RFP Evaluation Committee members may be added at the REFF’s discretion. Respondents are responsible for adhering to the requirements of the Non-Disclosure Agreement signed prior to receipt of this RFP.

**Project Management Committee**

State of Louisiana: Jay Dardenne  
LSU Foundation: Rob Stuart, Gary LaBorde  
LSU Real Estate Facilities Foundation: Gary Graphia, Teri Fontenot  
LSU Health Foundation: Matt Altier
LSU Health Sciences Center: Dr. Larry Hollier, Jerry Jones, Ed Murray, John Harman
LSU System: Dan Layzell, Tony Lombardo, Patrick Martin
New Orleans Community: Dan Foley, Ravi Sangisetty, Ron Sholes
Communication Protocol

Per page 3 of the RFP, all communications with regard to this RFP shall be made only with the designated Point of Contact at JLL. Absolutely no communications or contact by a Respondent, its team members, or its agents or representatives may be made with anyone at the REFF, the REFF Project Management Committee (“PMC”), Louisiana State University, or Louisiana State University Health Science Center regarding this RFP until the time that an award is made. Such unauthorized contact constitutes grounds to reject the Proposal at the REFF’s discretion.

Should a Respondent wish to communicate with individuals affiliated with any of these entities, particularly employees, the Respondent shall make a request through the JLL Point of Contact, and then only with written approval may contact be made.

Respondents are free to communicate with entities not listed above, including other educational institutions, public agencies, or other organizations that do not include the REFF, the PMC, Louisiana State University, or Louisiana State University Health Science Center.
1. **Question:** Are there any existing condition drawings in other formats than what is on the project database? If so, can they be shared with the teams?

**Answer:** The REFF has obtained a selection of CAD files, which have been added to the data room under “Architectural: Facility Condition Assessments, Environmental Assessments, Floor Plans, et al” as file number 18.

2. **Question:** Are there any existing leases or subleases with the building/LSU that teams should be aware? Things such as, but not limited to, cell phone towers, utility companies, etc. If so, can a copy of the leases be shared with the teams?

**Answer:** There are no leases or subleases beyond what the REFF and PMC have been able to gather at this time.

3. **Question:** Does LSU or REEF have a level of expectation of energy efficiency for the development?

**Answer:** No.

4. **Question:** Does LSU or REEF have a level of expectation of for flood management of the basement level of Charity as it ties into other facilities they control.

**Answer:** There are approximately 35 sump pumps (ranging from ½ hp to 1-1/2 hp) located throughout the basement of Charity and in the pits along the outside of the building. Please see file number 19 the data room under “Architectural: Facility Condition Assessments, Environmental Assessments, Floor Plans, et al” for a floor plan detailing the location of the pumps.

The sumps are needed to keep the basement from flooding and from impacting Enwave from being able to check and maintain their steam lines. Specifically:

**Tunnel connecting the Charity Basement to the Laundry**

There are 2 sump pumps in the Charity basement at Charity end of the tunnel (located in a mechanical room next to the tunnel entrance). There is 1 sump pump in a mechanical room at the laundry end of the tunnel (located underneath the laundry in a mechanical room behind stairwell to basement). These pumps keep the tunnel from flooding. The tunnel houses the Enwave steam lines. Enwave can’t check and maintain their steam lines when the tunnel is flooded so it is important these pumps work.

**Tunnel connecting Charity Basement to Enwave Plant (Gravier Garage)**
There are two sump pumps in the tunnel between Charity and the Enwave plant. These pumps keep this tunnel empty so Enwave can check and maintain their steam lines. These pumps currently not operational, and Enwave places a portable pump in the tunnel when it begins to flood.

Charity Basement

The other pumps in the basement generally do not impact other organizations. They prevent the basement from flooding. That said, the Enwave steam lines run inside the basement in a space along the wall on the Gravier side of the building and outside in pits next to the building. If the basement is flooded, Enwave will be unable to check and maintain their lines in the basement. If the pits flood, again Enwave will be unable to check and maintain their lines.

5. **Question:** We are aware of the Spirit of Charity master plan process that is currently happening and that our team will need to be responsive to that master plan once it is complete. Are there any other master plans that LSU or REEF are requiring the team to be responsive to? Does LSU or REEF anticipate the team to provide any further master planning efforts as part of the development of Charity?

**Answer:** There are no other master plans to which LSU or the REFF are requiring Respondents be responsive. The Selected Respondent may receive communications from entities other than LSU and the REFF seeking to coordinate. These communications are not formally a component of this procurement and may be coordinated at the Selected Respondent’s sole discretion.
REFF is providing Qualified Respondents with descriptions of nearby properties owned by LSU, its affiliated entities, and others. At Qualified Respondents’ discretion, proposals may consider contingent uses and agreements for these, and other, properties in their Proposals. Consistent with Page 8 of the RFP, Qualified Respondents shall detail, qualify, and quantify any contingencies related to required agreements with unaffiliated parties, including those controlling adjacent or nearby property, that are required to achieve the proposed Project. Use of any of the properties listed below in Proposals is being provided for information purposes only and is not a Response Requirement.

<table>
<thead>
<tr>
<th>Property</th>
<th>Owner</th>
<th>Current Use(s)</th>
<th>Current Lessee(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravier Street Garage</td>
<td>LSU Health</td>
<td>Enwave cooling system for HSC and UMC; parking</td>
<td>NORM; Entergy is sub lessee for cooling system</td>
</tr>
<tr>
<td>State-Owned 2.1 Acres</td>
<td>LSU Healthcare Services Division</td>
<td>Powerhouse, General services building, laundry, maintenance shop, warehouse</td>
<td>Westport for Laundry and UMC for Storage in the warehouse.</td>
</tr>
<tr>
<td>Dibert (340 S. Claiborne)</td>
<td>LSU Health</td>
<td>Unoccupied</td>
<td>n/a</td>
</tr>
<tr>
<td>Butterworth (1541 Tulane)</td>
<td>LSU Health</td>
<td>Unoccupied</td>
<td>n/a</td>
</tr>
<tr>
<td>Hutchinson (1545 Tulane)</td>
<td>LSU Health</td>
<td>Unoccupied</td>
<td>n/a</td>
</tr>
<tr>
<td>L&amp;M (1620 Tulane)</td>
<td>LSU Health</td>
<td>Unoccupied</td>
<td>n/a</td>
</tr>
<tr>
<td>School of Medicine</td>
<td>LSU Health</td>
<td>School of Medicine</td>
<td>n/a</td>
</tr>
<tr>
<td>Student Nurses Residence</td>
<td>LSU Health</td>
<td>Student Nurses Residence</td>
<td>n/a</td>
</tr>
<tr>
<td>H.E.A.L. Parking Garage (300 LaSalle Street)</td>
<td>State of Louisiana</td>
<td>Parking Garage</td>
<td>Health Education Authority of Louisiana</td>
</tr>
<tr>
<td>City Hall (1300 Perdido Street)</td>
<td>City of New Orleans</td>
<td>City Hall</td>
<td>n/a</td>
</tr>
</tbody>
</table>
Request for Proposals
Former Charity Hospital Building
Addendum #4 – July 18, 2018

The due date for Proposals is hereby extended from Monday, July 30, 2018 at 10:00AM CDT to Monday, August 20, 2018 at 10:00AM CDT.

All other Response Requirements remain unchanged.